HARERA
GURUGRAM

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of Order:	13.10.2026

NAME OF THE BUILDER		IMPERIA STRUCTURES LIMITED	
PROJECT NAME		"THE ESFERA"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/5105/2025	Joy Bahl V/S Imperia Structures Limited	Ms. Shriya Takkar & Ms. Meenal Khanna (Advocates for complainant) Sh. Tushar Sharna & Sh. Ram Pawar (Advocates for respondent)
2.	CR/5106/2025	Sonia Bahl & Arvind Bahl V/S Imperia Structures Limited	Ms. Shriya Takkar & Ms. Meenal Khanna (Advocates for complainant) Sh. Tushar Sharna & Sh. Ram Pawar (Advocates for respondent)
3.	CR/5110/2025	Joy Bahl Alias Joy Raj Bahl V/S Imperia Structures Limited	Ms. Shriya Takkar & Ms. Meenal Khanna (Advocates for complainant) Sh. Tushar Sharna & Sh. Ram Pawar (Advocates for respondent)

CORAM:

Shri Arun Kumar **Member**

ORDER

1. This order shall dispose of all the 3 complaints titled as above filed before this authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana

Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, " The Esfera" situated at Sector-37C, Gurugram being developed by the respondent/promoter i.e., M/s Imperia Structures Limited. The terms and conditions of the builder buyer's agreements fulcrum of the issue involved in all these cases pertains to possession of the units in question, execution of conveyance deed along with delay possession charges and other related reliefs.

3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	**Imperia Structures Limited at "The Esfera" situated in Sector- 37 C, Gurugram.**		
Occupation certificate: 12.07.2024			
Complaint No. & Case Title	**CR/5105/2025 Joy Bahl V/S Imperia Structures Limited**	**CR/5106/2025 Sonia Bahl and Arvind Bahl V/S Imperia Structures Limited**	**CR /5110/2025 Joy Bahl Alias Joy Raj Bahl V/S Imperia Structures Limited**
Reply status	08.12.2025	08.12.2025	08.12.2025
Unit no.	A-004, Ground Floor & Tower-A (As per page no. 61 of the complaint)	B-002, Ground Floor & Tower-B (As per page no. 61 of the complaint)	C-004, Ground Floor & Tower-C (As per page no. 54 of the complaint)
Area admeasuring	1525 sq. ft. (Super area) (As per page no. 118 of the complaint)	1525 sq. ft. (Super area) (As per page no. 119 of the complaint)	1525 sq. ft. (Super area) (As per page no. 108 of the complaint)

Date of execution of apartment buyer's agreement	18.06.2021 (As per page no. 59 of the complaint)	18.06.2021 (As per page no. 59 of the complaint)	18.06.2021 (As per page no. 52 of the complaint)
Due date of handing over of possession	18.12.2024 (**Note:** Due date is to be calculated three and half years from the date of execution of agreement i.e., 18.06.2021)	18.12.2024 (**Note:** Due date is to be calculated three and half years from the date of execution of agreement i.e., 18.06.2021)	18.12.2024 (**Note:** Due date is to be calculated three and half years from the date of execution of agreement i.e., 18.06.2021)
Offer of possession	15.03.2024 (For fit-outs) (As per page no. 114 of the complaint)	15.03.2024 (For fit-outs) (As per page no. 115 of the complaint)	15.03.2024 (For fit-outs) (As per page no. 104 of the complaint)
Total Consideration / Total Amount paid by the complainant(s)	**TSC: Rs.64,62,500 /-** (As per page no. 68 of the complaint) **AP: Rs.64,62,500/-** (As per page no. 75 of the complaint)	**TSC: Rs.64,62,500 /-** (As per page no. 68 of the complaint) **AP: Rs.64,62,500/-** (As per page no. 75 of the complaint)	**TSC: Rs.62,37,500 /-** (As per page no. 61 of the complaint) **AP: Rs.62,37,500/-** (As per page no. 68 of the complaint)
Email regarding cancellation of allotment	08.09.2025 (As per page no. 119 of the complaint)	08.09.2025 (As per page no. 120 of the complaint)	08.09.2025 (As per page no. 109 of the complaint)

The complainant in the above complaint(s) has sought the following reliefs:

1. To quash and set aside the *cancellation sent vide email* dated 08.09.2025 issued by the respondent in respect of the subject apartment, being ex facie arbitrary, illegal, and unsustainable in law.
2. Set aside the offer of possession for fitouts dated 15.03.2024 being invalid and unlawful as per the law.
3. Direct the respondent to pay delay possession charges to the complainant from the due date of possession till the actual handing over of possession of the apartment as per Section 18 of the Act, 2016.
4. Direct the respondent to forthwith hand over lawful possession of unit no. A-004 to the complainant with the amenities and specifications as provided in accordance with the buyer's agreement dated 18.06.2021 and in compliance with the provisions of the Act, 2016.
5. Direct the respondent to execute and register the conveyance deed in favour of the complainant without any further delay as mandated under Section 17 of the Act.
6. Declare the unilateral reduction of the designated green area for private lawn as null and void and consequently direct the respondent either to restore the said green area for private lawn or in the alternative, to refund the sum of Rs.5,00,000/- received from the complainant towards Preferred Location Charges, along with applicable interest from the date of deposit till realization.
7. Declare the unilateral increase of the super area from 1325 sq. ft. to 1525 sq. ft. as illegal, unenforceable, and void ab initio, and restrain the respondent from raising any further demand or imposing any additional financial burden on that account.

8.	Direct to the respondent to calculate the total sale consideration of the unit as per Carpet area as mandated under the provisions of Act, 2016 and thereafter refund the excess amount deposited by the complainant along with the prescribed rate of interest.
9.	Award just, fair, and reasonable compensation to the Complainant under Section 18 of the Act, 2016 on account of the delay in handing over possession, non-execution of the conveyance deed, illegal reduction of green area, issuance of unlawful demands, and illegal cancellation, together with interest.
10.	Direct the respondent to pay an amount of Rs.5,00,000/- as compensation for mental agony and harassment.
11.	Direct the respondent to pay an amount of Rs.1,00,000/- towards litigation expenses.

Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:

Abbreviation	**Full form**
TSC	Total Sale consideration
AP	Amount paid by the allottee(s)

4. The aforesaid complaints were filed by the complainant against the promoter on account of contraventions alleged to have been committed by the promoter in relation to Section 11(4)(a) of the Act, 2016 and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges and other reliefs.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the respondent/promoter in terms of Section 34(f) of the Act which mandates the Authority to ensure compliance of the obligations cast upon the promoter, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case ***CR/5105/2025 titled as Joy Bahl Vs M/s Imperia Structures Limited*** are being taken into consideration for determining the reliefs of the allottee(s) qua possession, delay possession charges and others.

A. Project and unit related details

7. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name and location of the project	The Esfera, Sector 37 C, Gurgaon Haryana
2.	Nature of the project	Group Housing
3.	DTCP license no.	64 of 2011 dated 16.07.2011 valid up to 15.07.2024
4.	Name of Licensee	M/s Prime IT Solutions Pvt. Ltd. and 4 others
5.	RERA Registered/ not registered	352 of 2017 dated 17.11.2017 valid up to 31.12.2020 plus six months covid-19 extension i.e., 30.06.2021
6.	Extension of RERA registration	RC/ REP/HARERA/GGM/ 352 of 2017 /7(3)/2022/04 dated 30.08.2022
7.	Validity of extension	01.07.2021 to 30.06.2024
8.	Confirmation of allotment	18.06.2021 (As per page no. 53 of the complaint)
9.	Date of apartment buyer's agreement	18.06.2021 (As per page no. 59 of the complaint)
10.	Apartment no.	A-004, Ground floor, Tower-A (As per page no. 61 of the complaint)
11.	Unit measuring	1325 sq. ft. (super area) (As per page no. 61 of the complaint)
12.	Revised unit area (Revised vide letter 23.12.2024)	1525 sq. ft. (super area) (As per page no. 118 of the complaint)
13.	Possession clause	***10.1 Schedule for possession of the said apartment*** *The developer/company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said building/said apartment* ***within a period of three and half years from the date of execution of this agreement*** *unless there shall be delay or there shall*

		be failure due to reasons mentioned in clauses 11.1, 11.2, 11.3 and clause 41 or due to failure of intending allottee(s) to pay in time the price of the said apartment along with other charges and dues in accordance with the schedule of payments given in Annexure F or as per the demands raised by the developer/company from time to time or any failure on the part of the intending allottee(s) to abide by all or any of the terms or conditions of this agreement. (As per page no. 77 of the complaint)
14.	Due date of possession	18.12.2024 (**Note:** Due date is to be calculated three and half years from the date of execution of agreement i.e., 18.06.2021)
15.	Total sale consideration	Rs.64,62,500/- (As per page no. 68 of the complaint)
16.	Amount paid by the complainant	Rs.64,62,500/- (As per page no. 75 of the complaint)
17.	Payment plan	Construction link plan (As per page no. 102 of the complaint)
18.	Information and acceptance of no dues certificate by the complainant regarding change in green area around Tower-A, B & C issued by the respondent	05.01.2024 (As per page no. 112 of the complaint)
19.	Offer of possession for fit outs	15.03.2024 (As per page no. 114 of the complaint)
20.	Occupation certificate	12.07.2024 (for tower-A) (As per page no. 177 of the reply)
21.	Email regarding cancellation of allotment	08.09.2025 (As per page no. 119 of the complaint)

B. Facts of the complaint

8. The complainants have made the following submissions:

I. That the respondent company had earlier approached the complainant, Mr. Joy Bahl alias Joy Raj Bahl and his relatives Mrs. Sonia Bahl, her husband, Mr. Arvind Bahl, and M/s. Raj Krishna Construction Company Pvt. Ltd., inviting them to invest in and book residential apartments in its project titled "The Esfera", located in Sector 37 C, Gurugram. The respondent projected the said development as a unique residential township, claiming it would offer all modern facilities and world-class amenities, thereby portraying it as a premium investment opportunity. Based on these representations, the complainant initially agreed to purchase residential apartments in the project, specifically at the request of the respondent, who conveyed that the company was experiencing a temporary financial crunch. Given the longstanding business relationship between the parties, the complainant agreed to support the respondent by investing in the project. Subsequently, the complainant, Mr. Joy Bahl alias Joy Raj Bahl, his relative Mr. Arvind Bahl and his wife Mrs. Sonia Bahl, were once again induced by the respondent's misrepresentations particularly concerning ground floor apartments, which were claimed to come with exclusive private lawns. The respondent further assured the complainant that the project would include a state-of-the-art clubhouse and other modern amenities. Owing to the pre-existing business relationship, founded on trust and familiarity, the respondent found it easier to induce and persuade the complainant and his family and relatives to make further investments in the project by purchasing additional residential units.

II. That relying upon these representations, the complainant submitted an application dated 27.05.2021 for booking of apartment no. A-004, located on the ground floor of the project and paid 100% of the sale consideration amounting to Rs.64,52,500/-, plus applicable GST, as

demanded by the respondent. In addition to the above, the complainant herein also booked another unit in Tower-C bearing no. C-004, Mrs. Sonia Bahl also booked a ground floor apartment bearing no. B-002, and Mr. Arvind Bahl booked apartment no. E-004. Furthermore, another apartment bearing no. D-004 was booked jointly in the names of Mr. Arvind Bahl and Mr. Joy Bahl alias Joy Raj Bahl. All these apartments, located on the ground floor of the same project, were booked based on similar representations made by the respondent regarding exclusive lawn access and promised amenities.

III. That the complainant had booked the unit in the year 2021 i.e., after the implementation of the Act, 2016. In confirmation of the above booking the respondent company sent a letter dated 18.06.2021 confirming the allotment of unit no. A-004, situated on the ground floor of Tower-A, having an approximate super area admeasuring 1325 sq. ft. together with one covered parking space. The said allotment letter also mentioned about the unit being preferentially located on ground floor with a private lawn for which the complainant had specifically paid an extra amount of Rs.5,00,000/-.

IV. That the buyer's agreement dated 18.06.2021 was executed after receiving 100% of the total consideration and that the respondent company had assured that the said agreement was as per the format prescribed by the Authority, relying upon the representations and reassurances made, the complainant executed the said buyer's agreement under undue influence. It is pertinent to mention here that the clauses contained in the buyer's agreement dated 18.06.2021 are not only unlawful and arbitrary but are also in direct contravention of the model agreement as prescribed by the competent Authority under the applicable law. Furthermore, the respondent company, with a clear intent

to derive undue benefit at the expense of the allottees, has deliberately adopted the practice of charging the sale consideration based on the *super area* instead of the *carpet area*, which is explicitly prohibited under the prevailing law.

V. That over and above the basic sale consideration, the respondent company has also received an additional sum of Rs.5,00,000/- from the complainant towards "Preferential Location Charges," as reflected under clause 1 of the buyer's agreement dated 18.06.2021. The aforesaid PLC charges were specifically charged for the private lawn. Thus, it is pertinent to mention that the Complainant has paid an additional amount of Rs. 5,00,000/- (Rupees Five Lakhs only) towards Preferential Location Charges, over and above the basic sale consideration. The fact that the complainant herein had deposited 100% of sale consideration is also recorded in clause 3 of the buyer's agreement.

VI. That as per clause 10.1 the respondent promoter contemplated to complete construction of the said building/said apartment within period of three and half years from the date of the execution of this agreement. Therefore, the due date if calculated from the date of buyer's agreement comes out to be 18.12.2024. However, despite the lapse of the agreed period, the respondent company has failed to offer or deliver possession of the apartment to the complainant till date, thereby constituting a clear breach of its contractual as well as statutory obligations under Section 18 of the Act, 2016. Subsequently, the respondent approached the complainant and proposed the allotment of additional apartments and plots in the present project. The complainant consented to the said proposal of the respondent and, in furtherance thereof, made payment of Rs.35,42,750/- on various occasions from 23.06.2021, 28.06.2021 and 30.06.2021.

VII. That the respondent company, sent a letter dated 05.01.2024 bearing the subject "No Objection Certificate," to the complainant informing the him regarding the change in green area around the Tower-A along with construction of one extra unit in each tower, thereby reducing/ omitting the green area allocated for private lawn as per buyer's agreement/allotment letter dated 18.06.2021.

VIII. That the respondent company vide letter dated 15.03.2024, offered the possession for fit-outs of the unit to the complainant and asked the complainant to come forward and take possession of the unit. However, under the guise of the said letter, the respondent arbitrarily demanded unwarranted charges under the heads of *maintenance charges*. It is pertinent to mention here that the construction of the apartment of the complainant was not completed at that time neither was the occupation certificate of the said unit was received.

IX. That on inquiry it transpired that the respondent was in possession of only a part occupation certificate dated 13.03.2024 issued for 2nd floor (part) to the 7th floor of Tower-A, B and C only along with EWS. It is pertinent to note that the complainant's unit, being unit no. A-004, is situated on the ground floor of Tower A, which was not covered by the said part occupation certificate dated 13.03.2024. Consequently, communication dated 15.03.2024 purporting to offer possession of the unit in question was patently invalid and without legal sanctity.

X. That letter dated 15.03.2024 does not constitute a valid offer of possession in the eyes of law, for the reason that on the date of issuance of the aforesaid letter the respondent had not obtained the occupation certificate for the tower in which the apartment allotted to the complainant was located and therefore was not authorised under law to offer possession of the apartment to the complainant herein.

XI. That the aforesaid conduct of the respondent company, in disguising a mere fit-out permission as an offer of possession and simultaneously imposing unauthorized charges towards maintenance charges, is nothing but a calculated attempt to circumvent its obligation of handing over lawful possession and to extract monies from the complainant under heads not envisaged either under the buyer's agreement or the Act, 2016.

XII. That the repeated conduct of the respondent company, as demonstrated through the collection of monies in contravention of statutory provisions, imposition of arbitrary charges, and issuance of misleading communications, unequivocally establishes its mala fide intent and deliberate attempt to exploit the complainant. It further reflects that the respondent company has been taking undue advantage of the pre-existing business relations with the complainant, thereby abusing the element of trust and confidence reposed in it, solely with a view to secure unjust enrichment at the expense of the complainant. That it was revealed upon inquiry that the respondent obtained the occupation certificate for remaining part of Tower-A, Tower-B and Tower-C in July, 2024.

XIII. That the complainant further got addressed a detailed email dated 05.10.2024 regarding all the allotments made to him and his family. Vide the aforesaid email, the complainant referred to his previous communications wherein repeated requests had been made for a proper reconciliation of accounts, in light of the fact that excess payments had already been made by the complainant towards the units booked by him and his family. It is pertinent to note that the complainant has already discharged the entire liability towards the cost of the said apartment, in full compliance with the terms of the agreement. All the communications regarding the apartment were sent and received on the email of M/s. Raj Krishna Construction Company Private Ltd.

XIV. That instead of offering the possession of the said unit to the complainant, the respondent company, vide its letter dated 23.12.2024 bearing the subject "Update on Area Revision," arbitrarily increased the area of the subject unit from 1325 sq. ft. to 1525 sq. ft., without any prior consent of the complainant and without any justification qua the same. Such unilateral enhancement of area by 15%, after execution of the agreement and after receipt of the entire sale consideration was nothing but an attempt to impose additional financial burden upon the complainant without any explanation.

XV. That the respondent company has arbitrarily calculated and charged the basic sale consideration of the subject unit on the basis of super area, instead of the carpet area as mandated under the Act, 2016. That the HRERA Rules, 2017 explicitly defines the consideration for a unit to be computed on carpet area, which represents the actual usable area of the unit excluding walls, balconies, and common areas. By charging the basic consideration on the inflated super area, the respondent has imposed an unlawful financial burden on the complainant, in direct contravention of the statutory provisions and the principle of fairness enshrined under the Act, and thereby acted in an arbitrary, oppressive, and mala fide manner.

XVI. That the respondent company has acted in a wholly arbitrary and mala fide manner by unilaterally increasing the super area of the allotted unit from 1325 sq. ft. to 1525 sq. ft. vide its letter dated 23.12.2024, thereby attempting to impose an additional financial burden on the complainant without any explanation/justification, and issuing a purported "No Objection Certificate" dated 05.01.2025 whereby the designated green area, for which the complainant had already deposited Preferred Location Charges amounting to Rs.5,00,000/-, has been unjustifiably curtailed. Such actions are in blatant disregard of the express terms of the buyer's

agreement as well as the statutory mandate of Section 14(1) of the Act, 2016, which prohibits any alteration in the sanctioned plans, specifications, or amenities without the prior consent of the allottee. The conduct of the respondent clearly establishes an intent to defeat the contractual and statutory rights of the complainant and warrants appropriate directions from this Hon'ble Authority.

XVII. That the complainant has duly remitted the entire sale consideration towards the subject unit, the respondent company has wilfully failed and neglected to send a valid offer of possession of the apartment in question to the complainant and execute the conveyance deed in favour of the complainant. The continued refusal of the respondent to perform its statutory obligation under Section 17 of the Act, 2016, despite receipt of the entire consideration, is wholly unjustified, arbitrary, and indicative of mala fide intent, thereby causing grave prejudice to the lawful rights and interests of the complainant.

XVIII. That despite the complainant having remitted the entire sale consideration of Rs.64,62,500/- towards the subject unit in strict compliance with the buyer's agreement dated 18.06.2021, the respondent company has failed to offer the possession of the said unit by issuing valid offer of possession. The continued delay in offering of possession, despite full and final payment, is ex facie arbitrary, mala fide, and violative of the respondent's statutory obligations under the Act of 2016. Such deliberate withholding of possession has caused unwarranted hardship, financial loss, and mental harassment to the complainant, warranting appropriate directions from this Hon'ble Authority.

XIX. That to the utter shock and grave prejudice of the complainant, the respondent company has, instead of offering the possession of the unit, acted with mala fide intent and issued an illegal *cancellation vide email*

dated 08.09.2025, thereby purporting to cancel the allotment of the subject unit as well as other allotments/bookings made by him family allegedly on account of non-payment of maintenance charges and the complainant not coming forward to take possession, despite the complainant having already remitted the entire sale consideration of Rs.64,62,500/- plus other applicable GST under the buyer's agreement dated 18.06.2021. The said cancellation is ex -facie arbitrary, unjustified, and actuated with mala fide intent, being in direct contravention of the statutory mandate of the Act, 2016. It is submitted that there is no default on the part of the complainant herein rather the complainant and her relatives have deposited excess amounts with the respondent company. Further, it is relevant to mention here that the alleged cancellation email dated 08.09.2025 has been sent to the complainant with following due process i.e. issuance of demand letter, non-payment of the same by the allottee, followed by reminders, pre-cancellation notices.

XX. That in the present case, there is no default on the part of the complainant. The respondent in their cancellation email dated 08.09.2025 has allegedly stated that the complainant is not coming forward to take possession and pay the maintenance dues. It is submitted that no valid offer of possession has been made to the complainant herein nor any demand has been raised by the respondent/maintenance agency asking the complainant to deposit the any amount towards maintenance charges. It is submitted that the complainant was always ready and willing to take the possession of the apartment in question and wrote number of emails requesting the respondent to handover the possession of the unit. The aforesaid cancellation is bad in the eyes of law and is liable to be set aside. Such unilateral and illegal cancellation, despite full compliance by the complainant, not only defeats the lawful rights of the

complainant but also constitutes an unfair trade practice warranting intervention of this Hon'ble Authority to set aside the impugned cancellation and restore the allotment in favour of the complainant.

XXI. That the respondent company has illegally and wrongfully usurped the hard-earned money of the complainant by misrepresentations, false assurances and deceitful means and benefitting from the same without any proper construction on the site. The facts and circumstances as enumerated above would lead to only conclusion that there is a deficiency of service on the part of the respondent company and as such respondent is liable to be punished and to compensate the complainant.

XXII. That due to the acts of the respondent company, the complainant has unnecessarily been harassed mentally and financially, therefore the respondent company is liable to compensate the complainant on account of the aforesaid act of unfair trade practice. The complainant should be compensated in a just and reasonable manner by first imposing a penalty to the tune of 20% in addition to compensation for mental agony and harassment and other consequential losses incurred by the complainant.

XXIII. That the aforesaid acts of commission and omission and fraud only show that the respondent is good only in making false promises and it pressured its customers so that all money they received could be diverted to other projects. Such malpractices, failure to perform these obligations, besides being criminally intended are purposely misconduct of the respondent.

XXIV. That the complainant kept painstakingly pursuing the respondent company by way of calls, personal visits and as well as emails seeking offer of possession, NOC and to get the registry done for the unit as the entire chain of events clearly portray that the complainant was not at fault and has acted in a bonafide manner, but to no avail.

XXV. That the complainant, despite the inordinate and unjustified delay caused by the respondent company, are still desirous of continuing with the project and seek possession of the allotted unit. In light of the prolonged delay, the complainant is also entitled to receive delay possession charges up to the date of actual possession, in accordance with Section 18 of the Act, 2016 and as held in plethora of judgements.

XXVI. That the cause of action for the present complaint arose in June, 2021 when the respondent company induced the complainant to execute the buyer's agreement containing arbitrary terms and further in December, 2024 when due date of possession had expired. Further, the cause of action again arose on September, 2025 when the respondent company arbitrarily cancelled the allotment of the complainant. The cause of action again is still continuing as the respondent till date has not offered any valid offer of possession after the receipt of the occupancy certificate. The cause of action is alive and continuing and will continue to subsist till such time as this Hon'ble Authority restrains the respondent company by an order of injunction and/or passes the necessary orders under Section 36 of the Act restraining the respondent company from creation third party rights over the apartment in question.

XXVII. That the complainant after losing all the hopes from the respondent company and losing a considerable amount are constrained to approach this Hon'ble Authority for redressal of his grievances. The complainant has not filed any other complaint or suit of similar nature in any court of law.

C. Relief sought by the complainant:

9. The complainant has sought following relief(s):

i. To quash and set aside the *cancellation sent vide email* dated 08.09.2025 issued by the respondent in respect of the subject apartment, being ex facie arbitrary, illegal, and unsustainable in law.

ii. Set aside the offer of possession for fitouts dated 15.03.2024 being invalid and unlawful as per the law.

iii. Direct the respondent to pay delay possession charges to the complainant from the due date of possession till the actual handing over of possession of the apartment as per Section 18 of the Act, 2016.

iv. Direct the respondent to forthwith hand over lawful possession of unit no. A-004 to the complainant with the amenities and specifications as provided in accordance with the buyer's agreement dated 18.06.2021 and in compliance with the provisions of the Act, 2016.

v. Direct the respondent to execute and register the conveyance deed in favour of the complainant without any further delay as mandated under Section 17 of the Act.

vi. Declare the unilateral reduction of the designated green area for private lawn as null and void and consequently direct the respondent either to restore the said green area for private lawn or in the alternative, to refund the sum of Rs.5,00,000/- received from the complainant towards Preferred Location Charges, along with applicable interest from the date of deposit till realization.

vii. Declare the unilateral increase of the super area from 1325 sq. ft. to 1525 sq. ft. as illegal, unenforceable, and void ab initio, and restrain the respondent from raising any further demand or imposing any additional financial burden on that account.

viii. Direct to the respondent to calculate the total sale consideration of the unit as per Carpet area as mandated under the provisions of Act, 2016 and

thereafter refund the excess amount deposited by the complainant along with the prescribed rate of interest.

ix. Award just, fair, and reasonable compensation to the complainant under Section 18 of the Act, 2016 on account of the delay in handing over possession, non-execution of the conveyance deed, illegal reduction of green area, issuance of unlawful demands, and illegal cancellation, together with interest.

x. Direct the respondent to pay an amount of Rs.5,00,000/- as compensation for mental agony and harassment.

xi. Direct the respondent to pay an amount of Rs.1,00,000/- towards litigation expenses.

10. On the date of hearing, the Authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent:

11. The respondent has contested the complaint on the following grounds:

I. That at the very outset, it is submitted that the above complaint filed by the complainant is liable for outright rejection/dismissal by the Hon'ble Authority in view of concealment of true, correct, relevant and material facts of the transactions having taken place between the answering respondent and the entity/company wherein the above-named complainant has been a director, in a company, namely M/s Raj Krishna Construction Company Pvt. Ltd. The attempt on the part of the complainant to plead, portray and represent in the complaint as if the transaction is simpliciter of booking and allotment of a unit in the project of the answering respondent is *mala-fide* and mischievous attempt on the part of the claimant aiming to undermine the dignity and decorum of the process of law.

II. That Mr. Nitin Sharma has been duly authorized to represent the respondent company in the above proceeding *vide* Board Resolution dated 02.04.2025.

III. That the complainant above-named is one of the directors in M/s Raj Krishna Construction Company Pvt. Ltd. The company of the complainant was represented to be a company having expertise in performing and carrying out the construction work with perfection of the awarded contract within the stipulated time agreed for such work contract.

IV. That believing the representations and persuasions so made on behalf of the above-named complainant of the company, the respondent company awarded a work contract for civil and structural works for project *"Esfera"* at Tower-A, B, C, D, and E (19 and 23 storey high) and F, G, H & EWS (9 storey, 14 storey and 7 storey) at Sector 37-C, Gurgaon, for Rs.100 crores *vide* award/contract letter dated 01.05.2013. The terms and conditions of such awarded work were reduced into writing *vide* award/contract letter dated 01.05.2013. Additionally, the respondent company also awarded work/contract of hard finishing, soft interior, miscellaneous civil work, external development & related MEP work for Rs.10 crores in addition to the above-said contract *vide* cost plus contract dated 23.09.2019, i.e., award/contract dated 23.09.2019.

V. That as per agreed stipulations between the parties, the awarded work was to be completed by the company of the complainant by or before 31.08.2016, however, the company of the complainant miserably failed to complete the said awarded work. It may be pertinent to mention here that the entire work has not been completed even today. The company of the complainant also escalated the value of the awarded work from the agreed price of Rs.110 crores plus taxes to Rs.138 crores *(approximately)* plus taxes. It may also be pertinent to mention here that even the work

performed by the company of the complainant has several defects/discrepancies and deficiencies which were duly intimated to the complainant from time to time, yet the said company has miserably failed in rectifying the identified defects.

VI. That as per agreed stipulations between the respondent company and the company of the complainant (as per *clause 9.3.0* of the work/contract letter dated 01.05.2013), the respondent company is entitled to agreed liquidated damages at the rate of 0.5% of contract price for each week of delay or part thereof, subject to a maximum of 5% of contract price. In such circumstances, the respondent company is entitled to liquidated damages of Rs.6.93/- crores *(approximately)* (being 5% of the prescribed limit).

VII. That the respondent company is further entitled to damages and compensation on account of inordinate delay in completion of the project, including the liabilities/responsibilities of the respondent company towards the buyers in the project. Total number of units constructed in the work/contract awarded to the company of the complainant counted to 602 units, and the respondent company is liable to be held responsible for the delay attributable to the complainant and his company alone. The respondent company estimates and calculates the said amount/compensation at this juncture to Rs.20 crores. The respondent company, however, reserves its right to seek recovery of the actual amount payable to the unit holders/allottees over and above the amount of compensation being claimed at this juncture.

VIII. That the allotment of the units/flat/land in favour of the complainant and other family members/directors of M/s Raj Krishna Construction Company Pvt. Ltd. has been all the allotments have been in the nature of a barter arrangement, however, for ease of accounting, receipts against

the allotment have been shown separately, while the said amount has been separately returned/repaid to the aforementioned company making adjustment thereof from the amounts payable under the transaction of the awarded work/contract.

IX. That in the towers constructed by the complainant and its company wherein the unit were situated, the work/construction carried by the company of the complainant was found illegal and unauthorized by the concerned municipal authorities, whereafter the directions were received to remove the excess illegal/unauthorized constructions and, accordingly, the company of the complainant itself demolished unit no. 004 at Tower-D and unit no. 004 at Tower-E. Considering the relations between the parties, the respondent company restricted its claim on account of loss having been incurred in such construction and its removal, as also on account of loss of its reputation in the field, whereafter the meetings took place between the parties wherein it was conceded to and agreed by the complainant and his company that as against the cost of 5 units calculating to Rs.4.07 crores, it will be taken as Rs.3,54,40,000/- crores.

X. That so far as 2 plots of land agreed to be allotted in the name of the directors and/or their family members of M/s Raj Krishna Construction Company Pvt. Ltd., no payment has been made in respect to plot/unit no. SCO-26, for which the said company attempted to persuade the respondent company to have the same adjusted from the value of the performed contract/work.

XI. That without prejudice it is submitted that to lay any claim on the units/land allotted to the complainant and his family members of the afore-detailed company M/s Raj Krishna Construction Company Pvt. Ltd.,

maintenance charges are also required to be paid, which as on date calculates to Rs.3,15,285/-.

XII. That to give a quietus to the claims of the respondent company, the complainant along with the other directors of M/s Raj Krishna Construction Company Pvt. Ltd. had several meetings with the authorities/directors of the respondent company wherein true business spirited gestures were shown on behalf of the respondent company, however, the good gestures and the concessions so offered were declined and not accepted by the complainant and his company. Rather, the complainant and his company indulged in writing frivolous and baseless emails demanding therein imaginary figures and amounts by bifurcating the whole transaction into several parts. The said emails were duly replied to and responded to by the respondent company.

XIII. That since the complainant and his company have failed in resolving the issues, disputes and differences emanating from the transactions as detailed hereinabove, the respondent company at this stage is not willing to give any concession earlier so offered by it. It is submitted that the above complaint, as filed by the complainant, is neither maintainable nor tenable either in law or in the facts of the case. On the contrary, the complainant and his company are liable to pay huge amount of Rs.41.68 crores to lay any claim on the units and plot of lands agreed to be allotted by the respondent company.

XIV. That the alleged allotment of the unit in question is under the barter arrangement and subject to the completion of the awarded work/construction and adjustment of the accounts therefore. Until and unless the entire awarded work/construction is completed in all required aspects and the accounts therefor are reconciled and adjusted, it cannot be stated that the complainant has paid the amount/consideration for the

unit in question. In such circumstances and in respectful submissions of the answering respondent, the complainant does not qualify to be an allottee within the meaning of Section 2(d) of the Act, 2016. The complaint, therefore, deserves to be dismissed for this ground alone.

XV. That the complaint is filed misconceived and untenable in filing the complaint under reply, the complainant has concealed the relevant and material facts as described hereinabove, and in view thereof, no relief is liable to be granted to the complainant in the present complaint under reply, which deserves outright dismissal by the Hon'ble Authority.

12. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority:

13. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District, therefore this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

14. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

15. So, in view of the provisions of the Act quoted above, the Authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter.

F. Findings on objections raised by the respondent:

F.I Objection regarding complainant not being an allottee:

16. The respondent took a stand that the complainant is not an allottee and therefore, he is not entitled to the protection of the Act and thereby not entitled to file the complaint under section 31 of the Act. However, it is pertinent to note that any aggrieved person can file a complaint against the promoter if he contravenes or violates any provisions of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the buyer's agreement, it is revealed that the complainant is buyer and he has paid a entire sale consideration of Rs.64,62,500/- to the promoter towards purchase of a unit in its project. At this stage, it is important to stress upon the definition of term allottee under the Act, the same is reproduced below for ready reference:

"2(d) "allottee" in relation to a real estate project means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"

17. In view of the above-mentioned definition of "allottee" as well as all the terms and conditions of the buyer's agreement executed between promoter and complainant, it is crystal clear that the complainant is allottee as the subject

unit was allotted to them by the promoter. Thus, the contention of the promoter that the complainant not being an allottee stands rejected.

G. Findings on the relief sought by the complainant:

G.I Set aside the offer of possession for fitouts dated 15.03.2024 being invalid and unlawful as per the law.

18. In the present complaint, the complainant was allotted a unit in the project of respondent "The Esfera" situated in Sector 37-C, Gurugram vide confirmation of allotment dated 18.06.2021 for a total sale consideration of Rs.64,62,500/- . An apartment buyer's agreement was executed between the parties on 18.06.2021 and the complainant has paid the entire sale consideration of Rs.64,62,500/- at the time of execution of buyer's agreement.

19. On perusal of documents placed on record, the Authority observes that the respondent has made an offer of possession for fit-outs on 15.03.2024 which is prior to the obtaining of occupation certificate, as the occupation certificate was obtained on 12.07.2024 by the respondent. The complaint has sought the relief of setting aside the offer of possession for fit-outs dated 15.03.2024 being invalid.

20. The Authority would express its views regarding the concept of a "valid offer of possession". It is necessary to clarify this concept because, after a valid and lawful offer of possession, the liability of the promoter for the delayed offer of possession comes to an end. On the other hand, if the possession is not valid and lawful, the liability of the promoter continues till a valid offer is made and the allottee remains entitled to receive interest for the delay caused in handing over of possession. The Authority after a detailed consideration of the matter has concluded that a valid offer of possession must have the following components:

    a. *The possession must be offered after obtaining an occupation certificate/completion certificate.*

    b. *The subject unit must be in a habitable condition.*

c. Possession should not be accompanied by unreasonable additional demands.

21. In the present case, the essential condition for a valid offer of possession has not been met. The occupation certificate for the project in which the subject unit is located was issued by the competent authority on 12.07.2024. However, the respondent had offered possession for the fit-out of the allotted unit prior to obtaining this certificate, specifically on 15.03.2024. Consequently, this offer does not constitute a valid offer of possession.

G.II To quash and set aside the *cancellation sent vide email* dated 08.09.2025 issued by the respondent in respect of the subject apartment, being ex facie arbitrary, illegal, and unsustainable in law.

22. In the present complaint, the complainant has paid the entire sale consideration of Rs.64,62,500/- on execution of the apartment buyer's agreement dated 18.06.2021 as mentioned in the buyer's agreement itself. The respondent has raised a demand of Rs.19,14,875/- along with offer of possession for fit-outs made on 15.03.2024 which is prior to the obtaining of occupation certificate on 12.07.2024.

23. The counsel for the complainant vide proceedings of the day dated 13.10.2026 draws the attention of the Authority that despite payment of 100% of sale consideration the unit of the complainant is cancelled on 08.09.2025 on account of non-payment.

24. The counsel for the respondent vide proceedings of the day dated 13.10.2026 that the respondent has obtained the occupation certificate on 12.07.2024 which is prior to the due date of possession i.e., 18.12.2024 and the unit of the complainant was cancelled on account of non-payment by the complainant on 08.09.2025.

25. On perusal of documents placed on record, the Authority has observed that the respondent in its email dated 05.10.2024 mentioned in the column of status of payment that full payment is done with regard to all the units booked

by the complainant. Moreover, it is mentioned in the buyer's agreement itself that the complainant has paid the entire sale consideration of Rs.64,62,500/- on execution of buyer's agreement i.e., 18.06.2021. Thus, the cancellation of the unit of the complainant dated 08.09.2025 stands invalid being bad in eyes of law and is hereby set aside.

G.III Direct the respondent to pay delay possession charges to the complainant from the due date of possession till the actual handing over of possession of the apartment as per Section 18 of the Act, 2016.

26. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under:

> *"**Section 18: - Return of amount and compensation***
> *18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —*
> .....
> *Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.""*
>
> ***(Emphasis supplied)***

27. Clause 10.1 of the apartment buyer's agreement dated 18.06.2021 provides for handing over of possession and is reproduced below:

> ***"10.1 Schedule for possession of the said apartment***
> *The developer/company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said building/said apartment **within a period of three and half years from the date of execution of this agreement** unless there shall be delay or there shall be failure due to reasons mentioned in clauses 11.1, 11.2, 11.3 and clause 41 or due to failure of intending allottee(s) to pay in time the price of the said apartment along with other charges and dues in accordance with the schedule of payments given in Annexure F or as per the demands raised by the developer/company from time to time or any failure on the part of the intending allottee(s) to abide by all or any of the terms or conditions of this agreement.*

28. As per the possession clause, the respondent/promoter has proposed to hand over the possession of the subject unit within three and a half years from the date of execution of the agreement i.e., 18.06.2021. Therefore, the due date of possession comes out to be 18.12.2024. However, as per the documents available on record, the respondent has obtained the part completion

certificate way back on 12.07.2024 which is prior to the due date of possession i.e., 18.12.2024. Therefore, no case of delayed possession charges is made out. Thus, no direction to this effect.

G.IV Direct the respondent to forthwith hand over lawful possession of unit no. A-004 to the complainant with the amenities and specifications as provided in accordance with the buyer's agreement dated 18.06.2021 and in compliance with the provisions of the Act, 2016.

29. In the present complaint, the respondent has made an offer of possession for fit-outs on 15.03.2024 which is prior to the obtaining of occupation certificate. The complainant has paid the entire the sale consideration at the time of execution of buyer's agreement and the same has been admitted by the respondent vide email dated 05.10.2024. Thus, the respondent is directed to handover the possession of the unit no. A-004 to the complainant with the amenities and specifications as provided in accordance with the buyer's agreement dated 18.06.2021 within thirty days from the date of this order.

G.V Direct the respondent to execute and register the conveyance deed in favour of the complainant without any further delay as mandated under Section 17 of the Act.

30. As per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to handover possession of the unit and to get the conveyance deed executed in favour of the allottee. Whereas as per Section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. In the present complaint, the respondent has obtained the occupation certificate on 12.07.2024.

31. In view of the above, the respondent is directed to get the conveyance deed execute in favour of the complainant on payment of stamp duty and registration charges as applicable in terms of Section 17(1) of the Act of 2016.

G.VI Declare the unilateral reduction of the designated green area for private lawn as null and void and consequently direct the respondent either to restore the said green area for private lawn or in the alternative, to refund the sum of Rs.5,00,000/- received from the complainant towards

Preferred Location Charges, along with applicable interest from the date of deposit till realization.

32. As per clause 1.5 of the apartment buyer's agreement dated 18.06.2021, the complaint has agreed to pay Rs.5,00,000/- for ground floor with private lawn, but no clause of buyer's agreement is providing the area of the private lawn. Moreover, the complainant has also failed to substantiate the reduction in the area of the private lawn. Therefore, the relief sought by the complainant to declare the unilateral reduction of the designated area for the private lawn as null and void is hereby declined. Further, the respondent is directed to provide the private lawn to the complainant according to the clause 1.5 of the buyer's agreement.

G.VII Declare the unilateral increase of the super area from 1325 sq. ft. to 1525 sq. ft. as illegal, unenforceable, and void ab initio, and restrain the respondent from raising any further demand or imposing any additional financial burden on that account.

33. A buyer's agreement w.r.t allotted unit was executed between the parties on 18.06.2021 and clause 9.2 provides with regard to major alteration/modification resulting in excess of +/- 10% change in the super area of the apartment or material/ substantial change in the sole opinion of and as determined by the developer/company. A reference to clause 9.2 of the agreement must detail as under:

> ***9.2 Major alteration/modification***
> *In case of any major alteration/modification resulting in excess of +10% change in the super area of the aid apartment or material/substantial change, in the sole opinion of and as determined by the Developer/company, in the specifications of the materials to be used in the said building/said apartment any time prior to and upon the, grant of occupation certificate, the develop/company shall intimate the intending allotee(s) in writing the changes thereof and the resultant change, if any, in the price of the said apartment to be paid by him/her and the intending allottee agrees to deliver to the Developer/Company his/her written consent or objections to the changes within thirty days from the date of dispatch by the Developer/Company of such notice failing which the intending allottee shall be deemed to have given his/her full and unconditional consent to all such alterations/modifications and for payment, if any to be paid in consequence thereof.....*

34. It is not disputed that the occupation certificate has received on 12.07.2024 which is prior to the due date for possession i.e., 18.12.2024. The impugned

demand against the above-mentioned head was raised vide letters dated 15.03.2024 and the same is as per the above-mentioned provision of the buyer's agreement. If the complainant has any objection against the proposed change/increase, then he has a right to challenge the same within the period stipulated as per buyers' agreement. However, the respondent-builder is also duty bound to explain that increase in the super area of the unit vis a vis the project before raising such demand.

35. Considering the above-mentioned facts, the Authority observes that the respondent has increased the super area of the flat from 1325 sq. ft. to 1525 sq. ft. vide offer of possession for fit-outs dated 15.03.2024 with increase in area of 185 sq. ft. i.e., 13% without any justification or prior intimation to the complainant.

36. That in ***NCDRC consumer case no. 285 of 2018 titled as Pawan Gupta Vs Experion Developers Private Limited***, it was held that the respondent is not entitled to change any amount on account of increase in area. The relevant part of the order has been reproduced hereunder:

> *The complaints have been filed mainly for two reasons. The first is that the opposite party has demanded extra money for excess area and second is the delay in handing over the possession. In respect of excess area, the complainant has made a point that without any basis the opposite party sent the demand for excess area and the certificate of the architect was sent to the complainant, which of a later date. The justification given by the party that on the basis of the internal report of the architect the demand was made for excess area is not acceptable because no such report or any other document has been filed by the opposite party to prove the excess area. Once the original plan is approved by the competent authority, the areas of residential unit as well as of the common spaces and common buildings are specified and super area cannot change until there is change in either the area of the flat or in the area of any of the common buildings or the total area of the project (plot area) is changed. The real test for excess area would be that the opposite party should provide a comparison of the areas of the original approved common spaces and the flats with finally approved common spaces/buildings and the flats. This has not been done. In fact, this is a common practice adopted by majority of builders/developers which is basically an unfair trade practice. This has become a means to extract extra money from the allottees at the time when allottee cannot leave the project as his substantial amount is locked in the project and he is about to take possession. There is no prevailing system when the competent authority which approves the plan issues some kind of certificate in respect of the extra super area at the final stage. There is no harm in*

communicating and charging for the extra area at the final stage but for the sake of transparency the must share the actual reason for increase in the super area based on the comparison of the originally approved buildings and finally approved buildings. Basically, the idea is that the opposite party allottee must know the change in the finally approved lay-out and areas of common spaces and the originally approved lay-out and areas. In my view, until this is done, the opposite party is not entitled to payment of any excess area. Though the Real Estate Regulation Act (RERA) 2016 has made it compulsory for the builders/developers to indicate the carpet area of the flat, however the, problem of super area is not yet fully solved and further reforms are required.

37. In view of the above, the Authority has clear observation that there was an increase in a super area which was intimated to the complainant at the time of offer of possession for fit outs and not before. Further, no justification and intimation were made to the complainant in respect of increase in area. So, the respondent can charge from the complainant only on account of increase in the super area up to 10% as per clause 9.2 of the buyer's agreement after providing proper justification and specific details regarding the increase in the super area/carpet area.

G.VIII Direct to the respondent to calculate the total sale consideration of the unit as per carpet area as mandated under the provisions of Act, 2016 and thereafter refund the excess amount deposited by the complainant along with the prescribed rate of interest.

38. In the buyer's agreement dated 18.06.2021, it has been mentioned that the unit allotted to the complainant with an area admeasuring 1325 sq. ft. (super area) and the same has been later increase to 1525 sq. ft. (super area) but carpet area has not been mentioned anywhere. In the Act of 2016, super area has nowhere been defined, the Act only talks about the carpet area. Even the clause 1.2 model buyer's agreement talks about carpet area only and the cost of the apartment is to calculated on the basis of the carpet area of the allotted unit. Thus, the respondent is directed to specify the carpet area of the unit and give a revised cost of the apartment on the basis of the carpet area of the unit and refund the excess amount paid by the complainant on the basis of the super area.

G.IX Award just, fair, and reasonable compensation to the complainant under Section 18 of the Act, 2016 on account of the delay in handing over possession, non-execution of the conveyance deed, illegal reduction of green area, issuance of unlawful demands, and illegal cancellation, together with interest.

G.X Direct the respondent to pay an amount of Rs.5,00,000/- as compensation for mental agony and harassment.

G.XI Direct the respondent to pay an amount of Rs.1,00,000/- towards litigation expenses.

39. The above sought relief(s) by the complainant are taken together being inter-connected.

40. The complainant is seeking relief w.r.t compensation in the aforesaid relief, **Hon'ble Supreme Court of India in civil appeal titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors. Supra** held that an allottee is entitled to claim compensation under sections 12, 14, 18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation.

H. Directions of the authority:

41. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f):

i. Cancellation dated 08.09.2025 is bad in eyes of law and hence set-aside and the respondent is directed to reinstate the unit of the complainant and handover the possession of the unit within 30 days from the date of this order.

ii. The respondent shall execute conveyance deed in favour of the complainant on payment of stamp duty and registration charges as applicable in terms of Section 17(1) of the Act of 2016.

iii. The respondent is directed to provide the private lawn to the complainant according to the clause 1.5 of the buyer's agreement.

iv. The respondent is directed to specify the carpet area of the unit and give a revised cost of the apartment on the basis of the carpet area of the unit and refund the excess amount paid by the complainant on the basis of the super area.

v. The respondent shall not charge anything which is not a part of the buyer's agreement.

42. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

43. Complaints stand disposed of.

44. Files be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 13.10.2026

HARERA
GURUGRAM